

**FIRST AMENEDMENT  
TO ADMINISTRATIVE SERVICES ONLY CONTRACT  
BETWEEN  
WISCONSIN GROUP INSURANCE BOARD  
AND  
CORE, INC.**

WHEREAS, the Wisconsin Group Insurance Board ("Board") and CORE, INC. ("CORE") have entered into and executed the Administrative Services Only Contract (the "Contract"), under which CORE provides certain claims adjudication and management services to the Board with respect to the ICI and LTDI Plans;

WHEREAS, as part of its services to the Board, CORE currently provides or causes to be provided claim payment and claim check issuance services to the Board and eligible claimants under the ICI and LTDI Plans, through a process involving funds transmitted to and drawn from the Board's authorized bank account(s); and

WHEREAS, the Board and CORE have now agreed that effective January 1, 2004, CORE will provide or cause to be provided these same claim payment and claim check issuance services to the Board and eligible claimants under the ICI and LTDI Plans, through a process in which the Board will send the funds necessary for claim payment to CORE's claims fiduciary bank account(s);

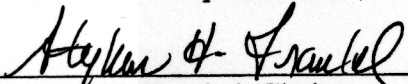
NOW, THEREFORE, The Wisconsin Group Insurance Board ("Board") and CORE, INC. ("CORE") hereby amend the Administrative Services Only Contract (the "Contract") between the Board and CORE, as follows:

1. CORE and the Board agree that effective January 1, 2004, CORE will provide or cause to be provided these same claim payment and claim check issuance services to the Board and eligible claimants under the ICI and LTDI Plans, through a process in which the Board will send the funds necessary for claim payment to CORE's claims fiduciary bank account(s) in CORE's designated bank.
2. CORE agrees to segregate and not to commingle the funds it receives from the Board to pay claims on the ICI and LTDI Plans under the process set forth in Paragraph 1 above, from other CORE and CORE client funds.
3. CORE and the Board further agree that CORE shall not be responsible for payment of benefits to any claimant under the ICI or LTDI Plans from its own funds.
4. CORE agrees to pay and be responsible for paying all bank charges due and owing, for the maintenance of the fiduciary account(s) for these services to the Board.
5. CORE shall have the sole discretion to determine the bank in which it shall establish the necessary fiduciary account(s) to receive, and hold and disburse, the Board claim funds described in this Amendment.

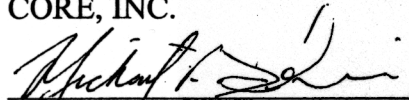
6. In all other respects, CORE's current responsibilities and process for providing or causing to be provided these claim payment and claim check issuance services to the Board and eligible claimants under the ICI and LTDI Plans shall continue.

IN WITNESS WHEREOF, the parties have executed this Amendment.

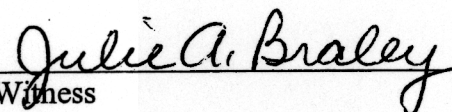
Executed on behalf of the  
Wisconsin Group Insurance Board

  
\_\_\_\_\_  
Stephen H. Frankel, Chair

Executed on behalf of  
CORE, INC.

  
\_\_\_\_\_  
Michael DeSimone  
Managing Director

12/15/03  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness

1/6/04  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness